



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 March 13, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

March 13, 2012

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To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR
APPOINTMENT REMINDER SERVICES AND SHARING PROTECTED
HEALTH INFORMATION
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Request approval to execute a Memorandum of Understanding with
4PatientCare, Inc. to provide appointment reminder services to patients at
Edward R. Roybal Comprehensive Health Center.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Health Services, or his designee, to execute a no cost
Memorandum of Understanding (MOU) with 4PatientCare, Inc. (4PatientCare),
effective on Board approval through August 30, 2013, to share Protected
Health Information (PHI) and provide appointment reminder services to reduce
the patient no-show/broken appointment rate at Edward R. Roybal
Comprehensive Health Center (Roybal CHC).



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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendation will allow the Director of Health Services, or his designee, to execute an MOU, substantially similar to Exhibit I, to share PHI with 4PatientCare for appointment reminder services in some clinics at Roybal CHC. Roybal CHC provides medical care on a scheduled basis in its clinics through its appointment system. Some primary and specialty clinics experience a long wait time to schedule an appointment and the patient no-show/broken appointment rate is a persistent problem that adversely affects the appointment waiting time.

Shinyi Wu, Ph.D., Assistant Professor, at the University of Southern California's (USC) Department of Industrial and Systems Engineering received a grant from the United States Department of Health and Human Services (DHHS) for a Diabetes Depression Care Management Adoption Trial (DCAT) study. The focus of the DCAT study is to develop and evaluate whether technology-facilitated care management approaches will aid safety-net patients in receiving care and health professionals delivering care. The DHS facilities of Olive View-UCLA, LAC+USC and Harbor-UCLA Medical Centers are sites for DCAT data collection.

Roybal CHC has been selected as a site to implement the technological intervention including the appointment reminder services as part of Dr. Wu's DCAT study. Appointment reminder services are one of the technology components the DCAT study will develop and evaluate. Other technology components include automated patient health monitoring telephone calls and enhanced patient registry to prompt health professionals to follow-up with patients in need of care.

Dr. Wu selected 4PatientCare, a corporation with leading multi-modal intelligent, interactive messaging solutions that integrate administrative, clinical and health plan messaging needs to reduce the no-show/broken appointment rate in some primary and specialty clinics at Roybal CHC. Dr. Wu's selection of appointment reminder services by 4PatientCare was approved as a sole source selection by USC. The MOU is necessary to allow 4PatientCare access to PHI such as patient name, name of the clinic, name of the health care provider, and any other identifying information required to contact patients and achieve the goal of improving the no-show/broken appointment rate and thereby reducing the appointment waiting time in some of Roybal's clinics.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no monetary exchange between the parties. The services provided by 4PatientCare are funded by the grant received by USC from DHHS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As part of this joint effort, Roybal CHC will generate a list of patients with appointments within clinics, and include the necessary patient demographic information needed to contact the patient.

4PatientCare uses web, email, automated speech and print solutions to reduce the patient no-show/broken appointment rates. 4PatientCare will select the best type of communication method appropriate for the patient, and will structure a communication which may include the interval timing, repetition and/or other special instructions for the patient. 4PatientCare's appointment reminder call services are interactive and patient responses are captured as part of the call.

Roybal CHC and 4PatientCare each have an electronic database. Roybal CHC's database contains PHI relied upon by health care providers for treatment purposes. 4PatientCare's database uses only those elements of PHI needed to provide the interactive appointment reminder services to ensure the patient keeps their scheduled appointment. State and federal patient confidentiality and privacy laws mandate that both the Covered Entity and their Business Associates have safeguards in place to protect the PHI maintained in electronic databases. 4PatientCare and the County will sign and adhere to the terms of the "Contractor's Obligations as a Business Associate under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) – Business Associate Agreement (BAA)", Attachment I. 4PatientCare employees will sign and adhere to a Confidentiality Agreement, Attachment II.

The MOU with 4PatientCare to share PHI will allow for effective exchange of information and collaboration between Roybal CHC and 4PatientCare. Roybal CHC and Dr. Wu, in concert with 4PatientCare, will evaluate the results and effectiveness of appointment reminder services utilizing non patient-specific data.

County Counsel has reviewed and approved Exhibit I and the Attachments as to form. The County Chief Information Security Officer has reviewed Exhibit I and the Attachments and does not have any concerns.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended action will allow for the exchange of PHI with the goal of reducing the patient no-show/broken appointment rate at Roybal CHC.

The Honorable Board of Supervisors

3/13/2012

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:rf

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES,
EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER, AND 4PATIENTCARE, INC.,
A CORPORATION, FOR 4PATIENTCARE TO PERFORM APPOINTMENT REMINDER
SERVICES AND OBTAIN PERMISSIBLE ACCESS TO PROTECTED HEALTH
INFORMATION**

This Memorandum of Understanding (MOU) is made and entered into this _____ day
of _____ 2012, by and between the following parties:

The Department of Health Services (DHS), through Edward R. Roybal Comprehensive
Health Center (Roybal CHC),

and

4PatientCare, Inc. (4PatientCare), a corporation.

WHEREAS, the "Standards for Privacy of Individually Identifiable Health Information" established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and contained in 45 Code of Federal Regulations (C.F.R.), Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health Act or HITECH Act, Title XIII and Title IV of Division B of Public Law 111-005, provide protections for the privacy and security of Individually Identifiable Health Information; and

WHEREAS, the State statute which provides protections for the privacy of medical information is known as the Confidentiality of Medical Information Act (CMIA) Part 2.6 , Commencing with Section 56 of Division 1 of the Civil Code; and

WHEREAS, The State CMIA also contains language to protect patient privacy and imposes penalties in the event a privacy Breach occurs (Health and Safety Code 130200-130205 and 1280.1 et seq.); and

WHEREAS, OVMC provides medical care to its patients both on a scheduled basis in its clinics through its appointment system and on an unscheduled basis through its urgent care and emergency room programs. Some of Roybal CHC's clinics have a significant waiting time to schedule an appointment, ranging from an average of 82 days to 179 days in podiatry. Patient no-show/broken appointments are a persistent problem that adversely impact the appointment waiting time and the effective use of clinician and health center staff time. Primary and specialty clinic appointments are scarce and when a patient does not appear (no-show) for an appointment or breaks an appointment (broken appointment), a negative impact occurs on these scarce resources; and

WHEREAS, 4PatientCare, Inc. is a corporation with leading multi-modal intelligent, interactive messaging solutions that integrate administrative, clinical and health plan messaging needs. Together, these web, email, automated speech and print solutions have reduced the patient no-show/broken appointment rates for other medical provider clients; and

WHEREAS, Roybal CHC provides medical care to its patients and some of these patients could benefit from receiving the services of 4PatientCare to ensure appropriate appointment reminder services are rendered; and

WHEREAS, Roybal CHC has an electronic database which contains protected health information (PHI) which is relied upon by its physicians' for treatment purposes, and it has determined it would be beneficial to its patients' care that 4PatientCare, as an appointment reminder service provider, should also have access to elements of this database and utilize elements of PHI to ensure appropriate appointment reminder services are provided to the patients which would result in the improvement of patients' no show/broken appointment rate. Privacy laws mandate that each entity have in place safeguards to protect the confidentiality of PHI maintained in such databases. Consequently, 4PatientCare should have access to select data elements in Roybal CHC's database to the limited extent needed to provide appointment reminder services; and

WHEREAS, this MOU is intended to memorialize the agreement between DHS Roybal CHC and 4PatientCare to permit designated PHI to be shared to improve the no-show/broken appointment rate; and

WHEREAS, Roybal CHC's Chief Information Office (CIO), through a program administrator, or designee, shall share individual patient PHI with 4PatientCare as an appointment reminder service to improve the no-show/broken appointment rate and enter into a Business Associate relationship by executing a Business Associate Agreement (BAA) with 4PatientCare, which shall mean 4Patient Care will provide services to Roybal CHC and enter into a written contract in compliance with 42 C.F.R. 164.504(e); and

WHEREAS, 4PatientCare will have no direct access to the QuadraMed/Affinity database, but rather read and process a report, prepared by Roybal CHC staff as described in Exhibit IV, and

WHEREAS, 4PatientCare agrees to the terms and conditions of said contract and has access to, maintains, or creates PHI in order to provide those services; and

WHEREAS, BAA shall mean Attachment I which outlines 4PatientCare's obligations as a Business Associate under the HIPAA/HITECH Act Business Associate Agreement.

NOW, THEREFORE, the parties agree as follows:

- I. COMPENSATION. No compensation will be exchanged between Roybal CHC and 4PatientCare for costs incurred as a consequence of this Agreement.
- II. AMENDMENTS. The parties agree to take such action, as necessary, to amend this MOU from time to time to comply with the requirements of HIPAA, HITECH Act and Confidentiality of Medical Information Act (CMIA), or other provisions of state or federal law or regulations which directly impact 4PatientCare's legal permissible authority to access PHI.
- III. TERM AND TERMINATION. This Agreement shall remain in place for three (3) years upon the date of Board of Supervisor's approval. Neither party shall terminate this Agreement without a legally sufficient basis to do so. Roybal CHC, in consultation with

County Counsel, shall determine whether or not there is a sufficient legal basis to do so. If services continues beyond the term of this agreement, this agreement will continue.

- IV. DISPUTE RESOLUTION. It is agreed any dispute regarding the MOU should be resolved amicably by the parties. In the event that the parties are unable to amicably reach a resolution, the County of Los Angeles' Chief Executive Office, in consultation with County Counsel, shall meet with responsible representatives from 4PatientCare to investigate the dispute and reach a resolution.
- V. INSURANCE. 4PatientCare shall present Roybal CHC with an original Certificate of Insurance evidencing insurance coverage for general liability, worker's compensation, and automobile liability. General liability, worker's compensation and automobile liability shall, at a minimum, provide for limits of One Million Dollars (\$1,000,000) per occurrence. If written with an annual aggregate limit, the policy limit shall be Two Million Dollars (\$2,000,000).
- VI. INDEMNIFICATION. 4PatientCare shall indemnify, defend and save harmless County, County Special Districts, and the elected or appointed officers, employees, and agents of County and its Special Districts from and against any and all liability, errors and omissions and/or expense, including, but not limited to, defense costs and legal fees, arising from or connected with any claims for damages or workers' compensation benefits resulting from 4PatientCare's operations or its services provided under this MOU, including without limitation, bodily injury, death, personal injury or property damage to any property, including physical damage to or loss of 4PatientCare's property or any property in the care, custody, or control of 4PatientCare.
- VII. INDEPENDENT CONTRACTOR STATUS. This MOU is by and between County and 4PatientCare and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and 4PatientCare. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- VIII. PATIENT/CLIENT INFORMATION POLICY. 4PatientCare shall be responsible for:
 - a. Ensuring that the Data is used and/or disclosed in compliance with the requirements of the HIPAA Privacy Rule, HITECH Act, and all applicable State laws, including but not limited to the CMIA;
 - b. Quarterly auditing or as required by 4Patient Cares' BAA of the actual access to and use of the Database, and taking appropriate action when unauthorized, unlawful or improper access or use is identified. The quarterly audit results shall be provided to Roybal CHC's Program Administrator within ten (10) working days of completion; and
 - c. Processing and responding to Patient/Client requests for a review, revision, amendment, or accounting of disclosures of PHI
 - d. Ensuring compliance with all applicable security breach reporting and notification laws, including but not limited to HITECH Act and California Health & Safety Code section 130200 et seq; and,

- e. Compliance with BAA and notifying Roybal CHC of all actual and suspected electronic and/or hardcopy documents security breaches (including but not limited to loss or wrongful disclosure of Data, unauthorized access to the Database, and web defacements), and incidents (e.g., computer intrusions, denial-of-service attacks, and malicious code/virus/worm attacks), that may compromise the confidentiality, integrity, and availability of the Data, Database, Confidential Information, and/or PHI within twenty-four (24) hours of identifying the breach or incident, by calling the County's Chief Information Security Officer (CISO) at any time 24x7x365/366 by dialing (562) 940-3335, and providing a brief description of the breach or incident. Report non-permitted Uses or Disclosures or suspected or actual breaches to:

County of Los Angeles' Chief HIPAA Privacy Official
Hall of Administration
500 W. Temple Street, Room 410
Los Angeles, CA 90012

Telephone: (213) 974-2166
E-mail: ltmcbride@auditor.lacounty.gov

The initial report shall be made by telephone call to the Privacy Official within twenty-four hours (24) from the time 4PatientCare becomes aware of the non-permitted use or disclosure, followed by a full written report no later than five (5) business days from the date 4PatientCare becomes aware of the non-permitted use or disclosure.

- IX. ADEQUATE SAFEGUARDS FOR PHI. 4PatientCare warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this MOU. The Parties agree to limit the Use and Disclosure of PHI to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- X. MITIGATION OF HARMFUL EFFECT. 4PatientCare agrees to mitigate, to the extent practicable, any harmful effect that is known to it of a Use or Disclosure of PHI by it in violation of the requirements of this MOU.
- XII. USER ACCESS AND TRAINING.
- a. 4PatientCare has defined role-based access levels for users of the Database. Such access levels are set forth in the Role Based Matrix, which is attached hereto as Attachment III. 4PatientCare shall provide Roybal CHC written notice of any planned modification of the Role Based Matrix (Attachment III) at least thirty (30) days prior to the implementation of any such modification. Should Roybal CHC object to the modification, it may submit its objection, in writing, to 4PatientCare within ten (10) days of receipt of the Notice.
1. If Roybal CHC does not object within ten (10) days, the modification to the User Permissions Matrix will be deemed accepted by Roybal CHC.

2. If Roybal CHC delivers to a written objection to the modification, they shall afford 4PatientCare an opportunity to meet and confer before implementation thereof.

b. Access.

4PatientCare shall be responsible for (i) ensuring that all of 4PatientCare's employees authorized to access the Database for or on behalf of 4PatientCare (the "Authorized Users") are assigned the appropriate level of access, as set forth in the User Permissions Matrix, and (ii) monitoring the level of access granted to 4PatientCare's Authorized Users, and modifying such access as necessary.

c. Training.

4PatientCare shall provide training to its Authorized Users prior to its use, or within ten (10) business days prior to any application enhancement, and annually thereafter, and also provide such training to any new Authorized Users being added, and (iii) at least annually after each Authorized User's initial training. Such training will include sufficient instruction to enable 4PatientCare's Authorized Users to comply with the Data Security and Patient/Client Information Privacy requirements of this MOU.

XIII. DESIGNATION OF 4PATIENTCARE REPRESENTATIVE.

- a. 4PatientCare shall designate an individual to serve as the primary representative ("4PatientCare Representative") for safeguarding and receiving PHI.
- b. The 4PatientCare Representative shall provide Roybal CHC with an initial list of 4PatientCare's Authorized Users, and either the 4PatientCare Representative or the Departmental Representatives shall inform Roybal CHC as additions, modifications or deletions to that list become necessary. No modifications to the "Role Based Access" (Attachment III) matrix can occur without Roybal CHC's prior approval.

XIV. APPOINTMENT REMINDER SERVICES. 4PatientCare shall perform appointment reminder services as described in the Statement of Appointment Reminder Services, identified herein as Attachment IV.

- a. Roybal CHC's CIO shall provide pertinent information to 4PatientCare by querying the QuadraMed/Affinity System as described in Exhibit IV;
- b. Both parties shall identify a program administrator who is responsible for the security and privacy perspectives to safeguard the PHI that is shared;
- c. Both parties shall implement or shall have implemented reasonable physical, administrative, and technological safeguards, which are audited quarterly, to protect the confidentiality, integrity, and availability of the patient's medical information/PHI and to prevent unauthorized access to PHI;
- d. Both parties agree to share PHI under the following stipulations:

1. Reasonable physical, administrative, and technological safeguards have been implemented to protect the confidentiality, integrity, and availability of patients' medical information/PHI maintained in each party's database and to prevent unauthorized access to such PHI;
 2. The designated staff person(s) accessing patient PHI from Roybal CHC's database has executed the current Contractor's Obligations as a Business Associate under the HIPAA and the HITECH Act (Attachment I) and any subsequent revisions, relating to PHI; and
 3. PHI is not used or disclosed by the health care provider except as specifically permitted or required by law.
- e. In the event there is a security breach 4PatientCare will follow the procedures outlined in its BAA.
 - f. Each party shall ensure it shall abide by all State and federal statutes, rules and regulations regarding the confidentiality of PHI, including but not limited to CMIA, HIPAA and HITECH Act.
 - g. Each party shall ensure that its program administrator, or his/her designee, obtain an executed Confidentiality Agreement (Attachment II) for each person granted access to Roybal CHC's PHI.

XV. DEFINITIONS.

1. Compliance with the Health Insurance Portability and Accountability Act of 1996 and/or HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
2. The term "HIPAA Privacy Rule" or "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information, as set forth at 45 CFR Parts 160 and 164.
3. The term "HIPAA Security Rule" or "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI , as set forth at 45 CFR Parts 160 and 164.
4. The term "Individual" shall mean a person who is the subject of the PHI.
5. The term "Protected Health Information" or "PHI" shall mean individually identifiable health information as set forth in the Privacy Rule. For the purposes of this Agreement, all Data entered into the Database shall be deemed to be PHI. All access and storage of PHI will conform to all State and federal Confidentiality requirements.
7. The term "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.

8. All other terms used but not otherwise defined in this Agreement shall have the same meaning ascribed to those in the Privacy Rule and/or Security Rule or Health Information for Economic and Clinical Health Act.
9. Health Information for Economic and Clinical Health Act or HITECH shall mean Health Information for Economic and Clinical Health Act, Title XIII, and Title IV of Division B, of Public Law 111-005.
10. The terms "Use" or "Uses" mean with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such information.
11. The terms "Disclose" and "Disclosure(s)" mean with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside that which is agreed upon in this MOU.
12. The term "Breach" has the same meaning as the term "breach" in 45 CFR §164.402 and HITECH Act.
13. All other terms used but not otherwise defined in this MOU shall have the same meaning ascribed to those terms in the Privacy Rule, the Security Rule and HITECH Act.

XVI. PERMITTED USES AND DISCLOSURES.

- a. Except as otherwise limited in this MOU, the parties may use or disclose the Data as permitted by the Authorization, provided that such use or disclosure would not violate the Privacy Rule or HITECH Act.
- b. Except as otherwise limited in this MOU and BAA , the parties may use or disclose the Data for their own proper management and administration, and to carry out their legal responsibilities

XVII. PATIENT/CLIENT REQUESTS FOR ACCOUNTING OF DISCLOSURES. 4PatientCare shall cooperate in documenting any disclosures of PHI and information related to such disclosures as would be required by its BAA for Roybal CHC to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 or HITECH Act.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOU to be subscribed by its Director of Health Services, and Contractor has caused this MOU to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director

4PatientCare, Inc., a corporation

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

RF:r
Board letter appointment reminder roybal exhibit I mou 02.03.12

Attachments (4)

- | | |
|------------------|--|
| Attachment I – | Contractor's Obligations as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (Business Associate Agreement) |
| Attachment II – | Confidentiality Agreement |
| Attachment III – | Role Based Matrix |
| Attachment IV – | Statement of Appointment Reminder Services |

ATTACHMENT I

CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of

Protected Health Information outside Business Associate's internal operations or to other than its employees.

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or

received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis,

disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies.

Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity’s payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this

Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit

further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Business

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Associate Agreement effective as of the date stated below.

Business Associate:

Covered Entity

COUNTY OF LOS ANGELES,
DEPARTMENT OF HEALTH SERVICES

Company Name

Print Name: _____ By: _____

Sign: _____ Title: _____

Title: _____ Dated: _____

Dated: _____

RF:r

Board letter appointment reminder roybal attachment I hipaa business associate 02.03.12

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES, EDWARD R. ROYBAL COMPREHENSIVE HEALTH
CENTER AND 4PATIENTCARE, INC.
APPOINTMENT REMINDER SERVICES AND SHARING PROTECTED HEALTH
INFORMATION
CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is entered into as of the date set forth below by and between the County of Los Angeles, Department of Health Services, Edward R. Roybal Comprehensive Health Center (Roybal CHC) and the appointment reminder staff of 4PatientCare, Inc. (4PatientCare) whose signature appears below.

BACKGROUND

The Department of Health Services (DHS), Roybal CHC desires 4PatientCare to provide appointment reminder services for its patients. In order for 4PatientCare to effectively provide such appointment reminder services they have determined that it would be beneficial for 4PatientCare to obtain health information concerning the patients whom they have referred to 4PatientCare for appointment reminder services. In doing so it has been determined that 4PatientCare will receive Protected Health Information (PHI) from DHS' operated electronic health system, Quadramed/Affinty, to deliver appointment reminder services.

In order for 4PatientCare's appointment reminder staff to access DHS's patient information, the appointment reminder staff must represent and agree to all of the following:

1. I affirm to be duly employed by 4PatientCare to perform appointment reminder services upon receipt of an appropriate referral from Roybal CHC's licensed health care provider;
2. I agree to only use the PHI to render appointment reminder services and will abide by all State and Federal laws regarding the confidentiality of the accessed health information;
3. I agree to access the PHI only in the manner authorized for the purpose set forth in Section 2, above. I agree to notify the program administrator in writing within 48 hours of my termination and/or separation from 4PatientCare's workforce, or of any change in my duties that makes it unnecessary for me to have access to Roybal CHC's PHI;
4. I acknowledge and understand that the parties are obligated to implement appropriate physical, technical and administrative safeguards to protect the confidentiality of PHI from unauthorized access including assuring proper password management and implementing appropriate termination procedures. I agree to comply with all such policies and procedures;
5. I agree that I will not remotely access the PHI to which I am provided access except from a 4PatientCare worksite;

6. I agree to not install, download, upload or add any additional software to the PHI beyond what is required to perform the appointment reminder service to which I am given access; and
7. I agree to immediately notify the program administrator of any violation of this agreement or any threat to confidentiality or security of patient's PHI of which I become aware.

I HEREBY AGREE THAT I WILL COMPLY WITH THE TERMS SET FORTH ABOVE AND UNDERSTAND THAT MY NON-COMPLIANCE WITH ANY PORTION OF THIS AGREEMENT MAY RESULT IN DISCIPLINARY ACTION INCLUDING MY SUSPENSION, DISCHARGE, DENIAL OF SERVICE, CANCELLATION OF CONTRACTS AND MAY ALSO RESULT IN ANY CIVIL OR CRIMINAL PENALTIES THAT ARE RELATED TO THE PROTECTION OF PATIENT HEALTH RECORDS IN ACCORD WITH FEDERAL OR STATE CONFIDENTIALITY OR OTHER APPLICABLE LAW.

PatientCare's Appointment Reminder Staff Signature

Date

Program Administrator Signature

Date

RF:r

Board letter appointment reminder roybal attachment II confidentiality agreement 02.03.12

c: Personnel File

ATTACHMENT III

ROLE BASED MATRIX – APPOINTMENT REMINDER SERVICES

BY AND BETWEEN

THE COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES,

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

AND 4PATIENTCARE, INC.

APPOINTMENT REMINDER STAFF

USER LEVEL(S)	PERMISSION LEVEL(S) (VIEW DATA) 4PATIENTCARE STAFF TITLES	PERMISSION LEVEL(S) (ADD DATA)
Administrator	Chief Technology Officer	N/A
Management	Vice President	N/A
Support Staff	Customer Service Representative	N/A

RF:r

Board letter appointment reminder roybal attachment III role based matrix 02.03.12

ATTACHMENT IV

STATEMENT OF WORK – APPOINTMENT REMINDER SERVICES

BY AND BETWEEN

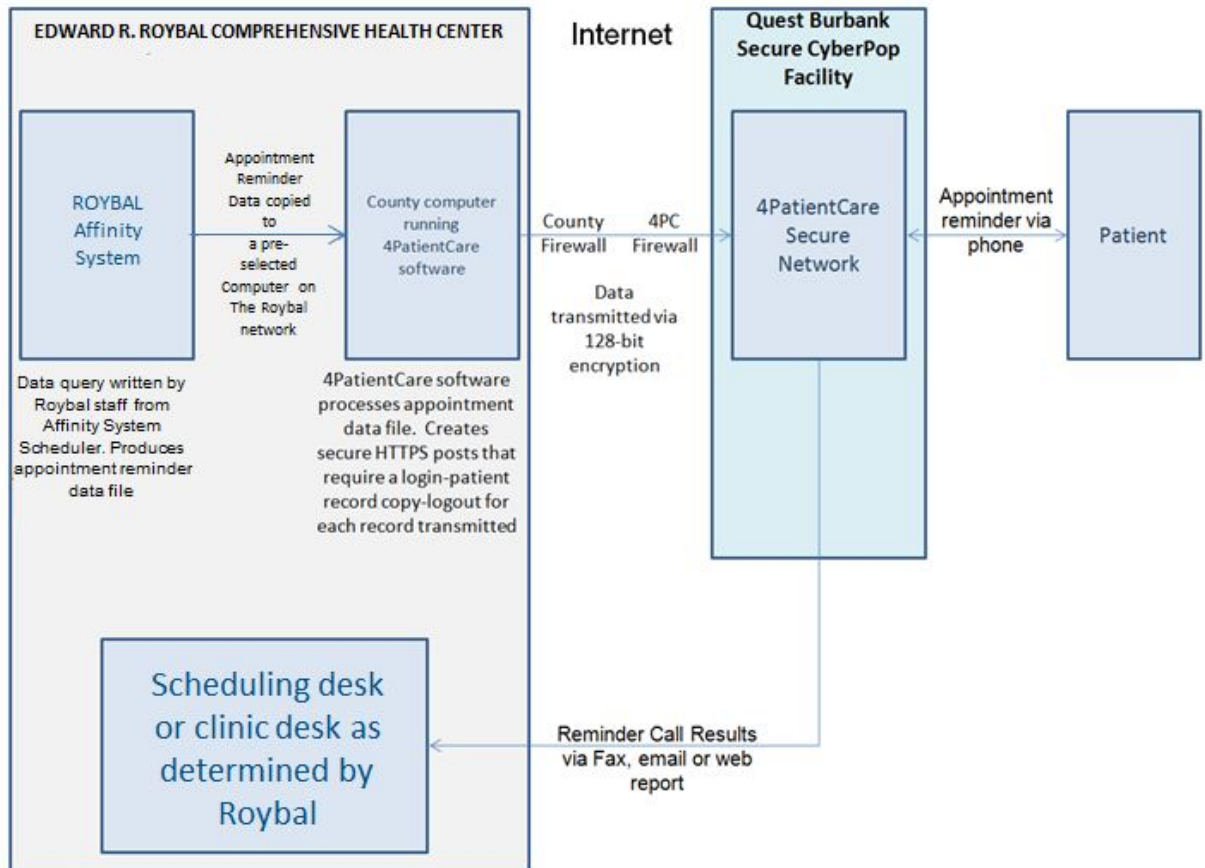
THE COUNTY OF LOS ANGELES – DEPARTMENT OF HEALTH SERVICES,

EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER

AND 4PATIENTCARE, INC.

- 4PatientCare, Inc. (4PatientCare) shall use interactive patient communication services in select clinics at Edward R. Roybal Comprehensive Health Center (Roybal CHC) to reduce the no-show rate.
- Roybal CHC will generate a list of patients from its QuadraMed/Affinity information system with appointments in the participating clinics. The list will contain demographic data needed to perform the appointment reminder functions.
- As illustrated in the attached schematic, Roybal CHC will copy the generated appointment list to a machine on the Roybal CHC network designated for the 4PatientCare function.
- 4PatientCare will process and parse the generated list according to call preferences specified by Roybal CHC.
- After processing the generated list, 4PatientCare will securely transmit the necessary data via 128 bit SSL for the appointment reminders to the secure 4PatientCare facility.
- 4PatientCare shall have access to the selected machine running the 4PatientCare software on the Roybal CHC network via a secure Virtual Private Network (VPN).
- Roybal CHC Information Technology (IT) will provide only the limited data set defined in the 4PatientCare file specification for select patients with appointments.
- 4PatientCare shall work with Roybal CHC IT to configure the reminder calls based on the needs for each clinic. 4PatientCare can structure the calls according to type, timing, repetition and special instructions.
- The data set serves as the instructions to the 4PatientCare system on whom, when and with what message(s) to contact. 4PatientCare shall provide interactive communication and capture patient responses as part of the call.
- After the patient communication is complete, the results, including patient responses, shall be transmitted to Roybal CHC.

SCHEMATIC



RF:r

Board letter appointment reminder roybal attachment IV statement of work 02.03.12